

Daniel R. Kruse, OSB # 064023
Cascadia Wildlands
130 South Park Street
Eugene, Oregon 97401
Tel. (541) 870-0605
Fax. (541) 484-4996
dkruse@cldc.org

Jennifer R. Schwartz, OSB # 072978
Hells Canyon Preservation Council
P.O. Box 2768
La Grande, OR 97850
Tel. (541) 963-3950 x23
jennifer@hellscanyon.org

Attorneys for Plaintiffs

DWIGHT C. HOLTON, OSB # 09054
United States Attorney
STEPHEN J. ODELL, OSB # 903530
Assistant United States Attorney
steve.odell@usdoj.gov
Office of the United States Attorney
1000 S.W. Third Avenue, Suite 600
Portland, OR 97204-2902
Tel: (503) 727-1024
Fax: (503) 727-1117

Of Attorneys for Defendants

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

HELLS CANYON PRESERVATION
COUNCIL; CASCADIA WILDLANDS;
CENTER FOR BIOLOGICAL DIVERSITY;
OREGON WILD,

Plaintiffs,

vs.

DAVID E. WILLIAMS, in his capacity as
Oregon State Director, Wildlife Services/USDA
Animal and Plant Health Inspection Service
(APHIS); ANIMAL AND PLANT HEALTH
INSPECTION SERVICE (APHIS), an
administrative agency of the United States
Department of Agriculture,

Defendants.

Civ. Case No. 10-759-BR

JOINT MOTION OF DISMISSAL
and ORDER GRANTING MOTION

Pursuant to Fed. R. Civ. P. 41(a)(2), Plaintiffs and Defendants, by their respective undersigned counsel, hereby jointly file this Motion for Dismissal of the above-captioned action on the basis of the attached settlement agreement. Plaintiffs and Defendants respectfully request that the Court grant this motion and thereby order and adjudge that this action be dismissed with prejudice by signing the signature block at the place provided for that purpose, below.

Respectfully submitted this 18th day of April 2011.

s/ Daniel R. Kruse
Daniel R. Kruse, OSB # 064023
Cascadia Wildlands
130 South Park Street
Eugene, Oregon 97401
Tel. (541) 870-0605
Fax. (541) 484-4996
dkruse@cldc.org

Attorney for Plaintiffs

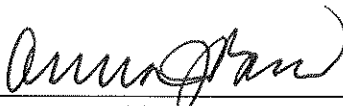
s/ Stephen J. Odell
Stephen J. Odell, OSB # 90353
Assistant U.S. Attorney
U.S. Attorney's Office
1000 S.W. Third Avenue, Suite 600
Portland, OR 97204-2902
Tel. (503) 727-102
Fax. (503) 727 1117
steve.odell@usdoj.gov

Of Attorneys for Defendants

The foregoing joint motion of Plaintiffs and Defendants is GRANTED based on their attached settlement agreement.

IT IS HEREBY ORDERED AND ADJUDGED that this action is DISMISSED with prejudice.

Entered this 19th day of April, 2011.



The Honorable ANNA J. BROWN
United States District Judge

SETTLEMENT AGREEMENT RE:
HELLS CANYON PRESERVATION COUNCIL et al. v. WILLIAMS et al.
CV-10-759-BR (D. OR)

This agreement is made by and between Plaintiffs (Hells Canyon Preservation Council, Cascadia Wildlands, Center for Biological Diversity, and Oregon Wild) and Defendants (David E. Williams and Animal and Plant Health Inspection Service) to resolve the pending case of Hells Canyon Preservation Council v. Williams, CV-10-759-BR (D. OR). For good and valuable consideration, Plaintiffs and Defendants agree as follows:

1. In July 2010, Wildlife Services determined not to carry out any more kill authorizations issued by the Oregon Department of Fish and Wildlife until the effects of further implementation of such authorizations have been analyzed in an Environmental Assessment prepared pursuant to the National Environmental Policy Act ("NEPA"), 42 U.S.C. §§ 4332 *et seq.*, and its implementing regulations, 40 C.F.R. Part 1500. Consistent with this determination, Defendants and their agents agree not to knowingly or intentionally kill any wolf in the State of Oregon from the effective date of this agreement, or provide funding or material support for the killing of any wolf in Oregon, unless and until an environmental assessment or environmental impact statement, as appropriate, has been prepared to analyze the effects of any such activities pursuant to NEPA and its implementing regulations.

2. Within three days of the execution of this Agreement, Plaintiffs and Defendants agree to file a Joint Motion for Dismissal requesting that this action be dismissed with prejudice pursuant to Fed. R. Civ. P. 41(a)(2), to which they will attach a copy of the executed Agreement.

3. Defendants agree to pay the sum of \$10,000 to Plaintiffs via transmission of a U.S. Treasury Check made payable to Daniel R. Kruse, Attorney at Law, who shall accept payment on behalf of all Plaintiffs in full and complete satisfaction of any obligations Defendants may have to compensate Plaintiffs for any and all attorneys' fees, costs, and expenses that Plaintiffs could seek pursuant to the Equal Access to Justice Act, 28 U.S.C. § 2412(d), or any other fee-shifting statute. Mr. Kruse certifies that he has received the necessary authorization to receive payment of all such fees and costs from Plaintiffs. Defendants agree to undertake all reasonable efforts to submit this payment by sending the referenced check by certified mail no later than 30 days after the Court approves the Stipulation of Dismissal to:

Daniel Kruse
Attorney at Law
130 South Park Street
Eugene, Oregon 97401

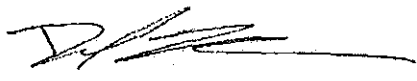
4. Plaintiffs and Defendants agree to provide all of the other parties at least 14 days' advance notice of any alleged breach or violation of the terms of this Agreement before pursuing any judicial remedies for the alleged breach or violation, so as to allow the parties to engage in good-faith efforts aimed at resolving the matter among themselves informally. Nothing in this Agreement shall prevent Plaintiffs from challenging the sufficiency of any environmental analysis prepared as provided by paragraph 1 of this Agreement. Likewise, nothing in paragraph 1 of this Agreement shall preclude Wildlife Services' involvement in investigations and/or reporting of suspected wolf predation events in the State of Oregon.

5. It is expressly understood and agreed that this Agreement has been freely and voluntarily entered into by Plaintiffs and Defendants. Each of the Plaintiffs and Defendants represent and acknowledge that, in executing this Agreement, they are not relying on, nor have they relied on, any representation or statement made by any of the other parties, their agents, or attorneys with regard to the subject matter, basis, or effect of this Agreement.

6. It is agreed by and among Plaintiffs and Defendants that this Agreement sets forth the complete and binding terms of the settlement between them, and supersedes any prior written or oral agreement regarding the subject case.

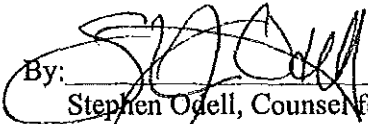
7. The undersigned counsel of Plaintiffs and Defendants, respectively, certify that they are fully authorized by the Parties whom they represent to enter into the terms and conditions of this Agreement, and to legally bind such Parties to it. This Agreement shall become effective when executed by the undersigned counsel for Plaintiffs and Defendants.

FOR PLAINTIFFS

By: 
Daniel Kruse, Counsel for Plaintiffs
Hells Canyon Preservation Council,
Cascadia Wildlands, Center for
Biological Diversity, and Oregon Wild

Dated: April 11, 2011

FOR DEFENDANTS

By: 
Stephen Odell, Counsel for Defendants
David Williams and Animal and Plant
Health Inspection Service

Dated: 04/18/2011